

MARK POE (S.B. #223714)
mpoe@gawpoe.com
RANDOLPH GAW (S.B. #223718)
rgaw@gawpoe.com
GAW | POE LLP
4 Embarcadero, Suite 1400
San Francisco, CA 94111
Telephone: (415) 766-7451
Facsimile: (415) 737-0642

Attorneys for Plaintiff
MARK TRUDEAU

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MARK TRUDEAU,

Plaintiff,

v.

GOOGLE LLC,

Defendant.

Case No. 18-cv-947

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Mark Trudeau ("Plaintiff" or "Trudeau"), by his attorneys GAW|POE, LLP, for his Complaint against Defendant Google LLC states:

1. Plaintiff is an individual, domiciled in Oakland County, State of Michigan.
2. Defendant Google LLC is a Delaware limited liability company that is a wholly owned subsidiary of Alphabet, Inc., a Delaware corporation, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California.
3. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs, and there is complete diversity of the parties.
4. Jurisdiction is proper in this Court, pursuant to 28 U.S.C. § 1332(a)(1), because the amount in controversy exceeds \$75,000.00 and the case is between citizens of different states.
5. Venue is properly laid in this Court, pursuant to 28 U.S.C. § 1381(b)(2), as a

1 substantial part of the events giving rise to this claim occurred in the Northern District of
2 California, and Defendant is located in this district.

3 **FACTUAL ALLEGATIONS**

4 6. Plaintiff is the co-owner of a karate dojo in Troy, Michigan.

5 7. Google LLC, and its predecessor, Google Inc. (collectively with Google LLC,
6 “Defendant”) is, among other things, an Internet search provider.

7 8. In or about April 2012, Plaintiff entered into a valid and binding contract with
8 Defendant, supported by mutual consideration (the “Contract”) for certain services that Defendant
9 were to perform for Plaintiff on an ongoing basis, pursuant to the terms of the Contract (the
10 “Services”).

11 9. Among other things, the Services were to include various supportive activities in
12 relation to Plaintiff’s business. Defendant agreed to perform such Services in return for specified
13 payments from Plaintiff, which were tied to the amount and type of supportive services Defendant
14 provided.

15 10. The parties intended that Defendant were to tailor the Services specifically to
16 Plaintiff’s business, and it was upon this understanding that Plaintiff agreed to enter into the
17 contract with Defendant.

18 11. Defendant failed to perform the Services as the parties agreed and as specific
19 under the parties’ Contract. Defendant’ repeated actions and/or inactions constitute multiple
20 breaches of the Contract, each of which caused Plaintiff to incur damages.

21 12. Defendant have engaged in many associated acts and omissions associated with
22 the Contract, each of which constitutes a separate and distinct breach of the Contract.

23 13. Plaintiff has incurred substantial injuries due to Defendant’ breaches.

24 **FIRST CAUSE OF ACTION**
25 **(Breach of Contract)**

26 14. Plaintiff realleges and incorporates all prior allegations by reference as if set forth
27 fully herein.

28 15. In or about April 2012, Plaintiff and Defendant entered into the Contract.

16. Defendant have breached the terms of the Contract on numerous occasions, including numerous occasions up through the applicable limitations period.

PRA YER

Dated: February 14, 2018

By:

JURY DEMAND

Plaintiff Mark Trudeau hereby demands a jury trial for his claims against defendant Google LLC.

Dated: February 14, 2018

GAW | POE LLP

By:



Mark Poe
Attorneys for Mark Trudeau